

BYLAWS
OF
VILLA ANTIGUA HOMEOWNERS ASSOCIATION

ARTICLE I. DEFINITIONS

Project Defined

Section 1.01 "Project" shall mean all of that certain real property described in Exhibit "A" attached and incorporates herein by reference.

Declaration Defined

Section 1.02 "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions applicabl to the Project and filed in the Office of the Recorder of the County of San Diego, on February 1b 19 84 as File/Page No. 86-nitf116 and following, as the same may be amended from time to time in accordance with the teems thereof.

Other Terms Defined

Section 1.03 Other terms used herein shall have the meaning given to them in the Declaration and are hereby incorporated by reference and made a part hereof.

ARTICLE II. QUALIFICATIONS FOR MEMBERSHIP

Proof of Membership

Section 2.01 No person or persons shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Association of qualification as a Member or nominee of a Member pursuant to the terms of the Declaration. Such proof may consist of a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person or the person nominating him is qualified in accordance therewith, which said deed or policy shall be deemed conclusive in the absence of a conflicting claim based upon a later deed or policy. The sole qualification for membership shall be ownership of a Residential Lot in the Project. The voting shares appurtenant to the membership shall be determined according to the schedule set forth in Article III of the Declaration. No membership may be separated from the property to which it is appurtenant; provided, however, that the privileges of ownership may be exercised by a nominee of an Owner designated in writing so long as (1) the nominee is a resident on the property to which the membership is appurtenant; (2) no charge is made for use of the membership in excess of the amount of any assessments levied against the Owner by reason thereof; and (3) any such assignment of privileges is revocable at the will of the Owner.

No Additional Qualifications

Section 2.02 No initiation fees, costs, or dues shall be assessed against any person as a condition upon his exercise of

the rights of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

Certificates of Membership

Section 2.03 The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association maintained by the Secretary. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board may direct.

Corporate Seal

Section 2.04 The Association shall have a seal in circular form having within its circumference the words: "VILLA ANTIGUA HOMEOWNERS ASSOCIATION Incorporated March 15, 1978, California."

ARTICLE III. VOTING RIGHTS

Voting Rights

Section 3.01 The Association shall have one (1) class of voting membership.

Class A: Class A Members shall be all Owners of Residential Lots in the Project. Each Residential Lot shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 3.02 Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. A holder of a proxy need not be a Member of the Association. The proxy may be revoked at any time by written notice of the Member to the Secretary, and all proxies shall automatically terminate upon transfer of titles of a Residential Lot by the Owner. Proxies assigned to the Association Secretary to be voted for elections of Directors are to be split evenly among all candidates. Proxies shall be valid according to California Corporations Code, Section 705(b), as amended.

Section 3.03 Quorum: The presence either in person or by proxy at any meeting of Members entitled to cast at least fifty-one percent (51%) of the votes of the membership, shall constitute a quorum for any action except as otherwise provided in the Articles, Declaration, or these By-Laws. In the absence of a quorum at a Members' meeting, a majority of those Members

present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the original meeting date, at which meeting the quorum requirements shall be twenty-five percent (25%) of the total voting power of the Association. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

Section 3.04 Election of Board: Every Owner entitled to vote at any election for Board members shall do so by, secret written ballot. Cumulative voting is prescribed for all elections in which more than two (2) positions of the Board are to be filled, pursuant to the procedural prerequisites to cumulative voting prescribed in Section 7615(a) and (b) of the Corporations Code. If the Members do not have enough votes to elect at least one member of the Board, then one of the Board members shall be elected separately by vote of the Members.

ARTICLE IV. ADMINISTRATION

Section 4.01 Association Responsibilities: The Board of Directors of VILLA ANTIGUA HOMEOWNERS ASSOCIATION shall have the responsibility of administering the Project, approving the final budget, establishing and collecting monthly assessments and arranging for the management of the Project.

Section 4.02 Place of Meeting: Meetings of the Association shall be held within the Project or as close thereto as possible.

Section 4.03 Annual Meetings: Annual meetings of the Members of the Association shall be held during April upon proper notice to Members pursuant to Section 4.05 of these By-Laws. The time shall be designed to encourage maximum attendance of Members.

Section 4.04 Special Meetings: It shall be the duty of the President, or at his direction, to call a special meeting of the members ia) upon the vote for such a meeting by a majority of a quorum of the Board or (b) upon receipt of a written request signed by members representing not less than five percent (5%) of the total voting power of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

Section 4.05 Notice of Meetings: It shall be the duty of the Secretary, or at his direction, to mail or deliver a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to the address of each

Member as it appears on the Membership register of the Association, not less than ten (10) nor more than ninety (90) days prior to such meeting. The mailing or personal delivery of a notice in the manner provided in this Section shall be considered notice served. Upon written request therefor, written notice of each annual meeting shall be given to all first Mortgagees.

Section 4.06 Adjourned Meetings: If any meeting cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may not transact any business except to adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. The quorum requirement for the subsequent meeting shall be 25% of the voting power of all Members of the Association. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Section 4.07 Action Without a Meeting: Any action which may be taken by the vote of Association Members at a regular or special meeting, except the election of Board Members, may be taken without a meeting if the Board distributes a written ballot to every Member entitled to vote on the matter. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal,

and provide a reasonable time within which to return the ballot to the Board.

Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Ballots shall be delivered to Association Members in the same manner as provided for delivery of notice of meetings in Section 4.05 of this Article IV. All such ballots shall indicate the number of responses needed to meet the quorum requirement and, with respect to ballots other than for the election of directors, shall state the percentage of approvals necessary to pass the measure submitted. The ballot must specify the time by which it must be received in order to be counted.

Section 4.08 Order of Business: The order of business of all meetings shall be as follows: (a) roll call or sign in quorum determination; (b) proof of notice of meeting; (c) reading of Minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election; (g) election of Board members; (h) unfinished business; and (i) new business.

Section 4.09 Rules: Meetings of members shall be governed by Robert's Rules of Order, except where such Rules of Order are inconsistent with the Declaration of Restrictions, Articles of Incorporation, or these By-laws.

Section 4.10 Fiscal Year: Unless modified by resolution of the Board, the fiscal year of the Association shall be July 1st through June 30th.

ARTICLE V. BOARD OF DIRECTORS

Section 5.01 Number and Qualifications: The affairs of the Association shall be governed by a Board of Directors ("Board"). The Board shall be composed of a minimum of three (3) and a maximum of seven (7), and all Directors must be Members of the Association. The number of Directors shall be five (5) at the time these By-laws are adopted.

Section 5.02 Powers and Duties: (a) The Board shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these By-laws directed to be exercised and done by the Members. The powers of the Board shall include but not be limited to the following:

(1) Enforcement and carrying out of the provisions of the Declaration, By-laws, Rules and Regulations, and other agreements.

(2) Payment of taxes and special assessments which are or would become a lien on the Common Areas, or a portion thereof, unless such lien encumbers an undivided interest in the Common Areas as a part of a Residential Lot and is solely the obligation of the owner of such Residential Lot.

(3) Contracting and paying for fire, casualty, liability and other insurance insuring the association, Board and Residential Lot owners. -

(4) Contracting and paying for maintenance, gardening, utilities, materials and supplies, and other goods and services relating to the Common Areas, and employment of

personnel necessary for the operation of the Project, including legal and accounting services, subject to the limitations of paragraph (b) below.

(5) Delegation of its powers to committees, officers or employees of the Association as expressly authorized in the Declaration, Articles of Incorporation and these By-Laws.

(6) Preparation of budgets and financial statements as prescribed in Section 5.13 of these By-Laws.

(7) Formulation, adoption and publication of Rules and Regulations governing the use of the Project, and the personal conduct of the Members and their guests thereon.

(8) Imposition of fines and suspension of voting rights for non-payment of assessment or other breaches of the Declaration, the By-Laws, or the Association's published Rules and Regulations after notice and hearing which are required by other provisions hereof.

(9) Entering into any Lot where necessary in connection with maintenance or construction for which the Association is responsible.

(10) Payment for reconstruction of any portion or portions of the Project damaged or destroyed which are to be rebuilt by the Association.

(11) Levying of assessments as provided in the Declaration.

(12) Election of officers of the Board.

(13) Filling of vacancies on the Board except for a vacancy created by the removal of a Board member.

(b) The Board shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the total voting power of the Association.

(1) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one year, except insurance coverage which may be for a term longer than one years.

(2) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

(3) Selling during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year.

(4) Filling of a vacancy on the Board created by the removal of a Board member.

Section 5.03 Other Duties: In addition to duties imposed by these By-laws or by resolutions of the Association, the Board shall be responsible for the following: Care and upkeep of the Project as provided in the Declaration; collection of monthly and special assessments from the Owners; and hiring and dismissing personnel necessary for the Association's maintenance and operation of the Project.

Section 5.04 Management Agent: Subject to the Limitations set forth in Section 5.02 of this Article V, the Board may employ for the Association a management agent, at a compensation established

by the Board, to perform such duties and services as the Board shall authorize. Any management agreement for the Project shall provide for termination by either party without cause and without payment of a termination fee, upon 30 days' written notice, and shall have a term, not exceeding one year, renewable by agreement of the parties for successive one-year periods.

Section 5.05 Election and Term of Office: At each annual meeting of the Association, the Members shall elect two (2) Directors for a term of two (2) years , and the remaining Director(s) for 'a term of one (1) year. The two (2) individuals receiving the greatest number of votes cast shall be elected to the two (2) year terms. The present Directors, at the time of execution of these By-laws shall serve a term in excess of the terms as specified in this section.

Section 5.06 Vacancies: Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, and each person so elected shall be a Board member until the next annual meeting, regardless of the term held by the preceding Board Member.

Section 5.07 Removal of Board Members: At any regular or special meeting of Association Members duly called, any one or more of the Board members may be removed with or without cause by a majority of the Association Members, and a successor may then and there be elected to fill the vacancy thus created (by cumulative voting as provided in Section 3.04 of Article III). Any Board member whose removal has been proposed by the Association Members shall be given an opportunity to be heard at the meeting. Unless the entire Board is removed from

office by the vote of Members of the Association, no individual Board member shall be removed prior to the expiration of his term of office if the votes cast against removal would be sufficient to elect the Board member if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Board members authorized at the time of the most recent election of the Board member were then being elected; provided, however, that a Board member who has been elected to office solely by the votes of Members of the Association may be removed prior to the expiration of his term only by the vote of at least a simple majority of the voting power residing in Association Members.

Section 5.08 Organization Meeting: The first meeting of a newly elected Board shall be held immediately following each annual meeting of the Members for the purpose of organization, election of officers, and transaction of other business. No notice shall be necessary to the newly elected Board members in order to legally constitute such meeting; provided that a majority of the whole Board shall be present.

Section 5.09 Regular and Special Meetings: Regular meetings of the Board may be held at such time and place within the Project as shall be determined, from time to time, by a majority of the Board members, but at least one such meeting shall be held each month, unless business to be transacted does not justify such frequent meetings, in which case the Board shall meet at least every three months.

Special meetings of the Board may be called by the President or by any two members of the Board other than the President. Notice of a special meeting shall state the time, place, and purpose of the meeting.

Notice of the time and place of regular Board meetings shall be communicated to all Board members not less than four (4) days prior to the meeting, and notice of the time, place, and purpose of special meetings shall be communicated to all Board members not less than 72 hours prior to the meeting, provided, however, that notice of a regular or special meeting need not be given to any Board member who has signed a waiver of notice or a written consent to the holding of the meeting.

Section 5.10 Open Meetings and Notice to Members: Regular and special meetings of the Board shall be open to all Association Members; provided, however, that Association members, other than the Board members, may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board; provided, further, however, that upon the vote of a majority of a quorum of the Board, the Board may adjourn and reconvene in executive session to discuss and vote upon personnel matter, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive sessions shall first be announced in open session.

Notice of the time and place of regular and special Board meetings shall be available from the Association office during normal business hours.

Section 5.11 Quorum: At all meetings of the Board, a majority of the authorized and duly elected Board members shall constitute a quorum for the transaction of business, and the acts of the majority of the Board members present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to a later time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted provided a quorum is present.

Section 5.12 Fidelity Bonds: The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 5.13 Financial Reports:

(a) Financial statements for the Association shall be regularly prepared and distributed to all Association Members regardless of the number of Members or the amount of assets of the Association as follows:

(1) A pro forma operating budget for each fiscal year shall be distributed at least 60 days before the beginning of the fiscal year.

(2) An annual report consisting of the following shall be distributed within 120 days after the close of the fiscal year.

(A) A balance sheet as of the end of the fiscal year.

(B) An operating statement for the fiscal year.

(C) A statement of changes in financial position for the fiscal year.

(D) Any information required to be reported under Section 8322 of the Corporations Code.

(b) The annual report referred to in (a) (2) above shall be prepared by an independent certified public accountant for any fiscal year in which the gross income to the Association exceeds \$75,000.00.

(c) If the report referred to in (a) (2) above is not prepared by an independent certified public accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 5.14 Written or Telephone Consent: The Board may take actions without a meeting or by telephone if all of the Board members consent in writing or unanimously by telephone to the action to be taken. If the Board has resolved by unanimous written or telephonic consent to take action, an explanation of the action shall be available at the Association office during normal business hours within three (3) days after the consents of all the Board Members have been obtained. Such action taken by the Board pursuant to this section shall be entered into the minutes at the next Board meeting.

ARTICLE VI. OFFICERS

Section 6.01 Designation: The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be Board Members. One Board Member may hold the dual offices of Vice President and Treasurer. The Board may appoint an assistant secretary, and such other officers as in its judgment may be necessary, and such other officers need not be Board Members.

Section 6.02 Election and Removal of Officers: The principal officers of the Association shall be elected by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the Members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or any special meeting of the Board called for such purpose. Vacancies caused by resignation shall be filled by an election held by the Board.

Section 6.03 President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. All disbursements of funds, monies, and other

assets of the Association shall require the joint written signatures of any two of the following persons: any association officer and the Association Manager.

Section 6.04 Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6.05 Secretary: The Secretary shall cause to be kept the minutes of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall also be responsible for maintaining the membership register of the Association.

Section 6.06 Treasurer: The Treasurer shall have responsibility for Association funds and securities and shall cause to be kept records containing full and accurate accounts of all receipts and disbursements in books belonging to the Association. Such books shall be open to inspection by any Member of the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the Board, and shall disburse the funds of the Association as may be ordered by the

Board, pursuant to section 6.03 of these By-laws. In addition, any Board officer or the Association Manager shall be empowered to deposit funds of the Association.

Section 6.07 Execution of Documents: The Board may authorize any officer or officers to enter into any contract or execute any document in the name of and on behalf of the Association; and unless so authorized by the Board, no officer or other person shall have any power or authority to bind the Association or to pledge its credit or to render it liable for any debt or obligation.

ARTICLE VII. INDEMNIFICATION

Section 7.01 Members of the Association: Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or his family, guests, invitees or lessees, to the extent that the damage shall not be covered by insurance. Each Owner shall indemnify, hold harmless, and pay any costs of defense of each other Owner from claims for personal injury or property damage occurring within any Residential Lot owned by the indemnitor, provided that this protection shall not extend to any indemnitee whose negligence or willful misconduct caused or contributed to the injury or damage; provided further that this Article VII is not intended to be for the benefit of any insurer and shall not affect nor limit the duty of any insurer to pay any claim which would be payable by said insurer but for this Article VII.

Section 7.02 Board Members, Committee Members, Agents, Employees: No Member of the Board of Directors, or of any committee of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative, agent, employee, officer, or committee member, including the Architectural Committee, of the Association, provided that such person has, upon the basis of such information as may be possessed by Hill, acted in good faith, and without willful or intentional misconduct. In all

cases where any member of the Board or any Association representative, agent, employee, officer or committee member has any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence other than willful or intentional misconduct, the Association shall indemnify and hold said person harmless from any judgment or settlement and any costs of defense of any such action, including attorney's fees, as may be reasonable and proper.

ARTICLE VIII. ENFORCEMENT

Section 8.01 Suspension: Notwithstanding any other remedy or action available to the Association, the membership and all rights and privileges thereof of any Member may be suspended by action of the Board for a period not to exceed sixty (60) days for: (1) failure to pay any membership assessment in full promptly when due (whether or not he be personally obligated to pay such assessment), or (ii) violation of any provision of these By-Laws, or any provisions set forth in the Declaration or any Rules or Regulations of the Association. Such suspension shall not take effect unless the Member is notified in writing of the suspension and the reasons therefor at least fifteen (15) days prior to the effective date of the suspension, and if requested by said Member in writing within five (5) days after receipt of notice thereof, a hearing on said suspension is held before the Board. Said hearing shall be held by the Board at least five (5) days before the effective date of the suspension, and at said hearing the Member may appear and defend himself against the matters resulting in the notice of suspension.

Section 8.02 Fines: The Board shall also have the right, pursuant to the notice and hearing provisions of Section 8.01 and to such other procedures as the Board may establish, to assess fines against any Member who violates, or whose guest or guests violate, the Declaration, these By-Laws, or the Rules and Regulations then in effect. Fines may be

levied for each such offense. For the first offense such fine shall not exceed \$25.00. For repeated offenses fines shall not exceed \$500.00 for each offense.

Section 8.03 Remedies Cumulative: The remedies provided herein shall be in addition to, and not in lieu of, any other remedies which may be provided by the Declaration, these By-Laws, or under the law of the State of California.

Section 8.04 Attorney's Fees: In any action brought for enforcement, damages, or declaratory relief with respect to the provisions of these By-Laws or the Declaration, the prevailing party shall be entitled to reasonable attorney's fees.

ARTICLE IX. AMENDMENTS

Section 9.01 These By-Laws may be amended by the vote or written assent of the Board of Directors, except that the Board may not make a "material amendment" without the vote or written assent of a majority of the Members. For the purposes of this Article IX, the term "material amendment" shall mean amendments to provisions of these By-Laws and Declaration governing the following subjects:

- a. The Pro-Rata Interest of the lot owners in the Common Areas.
- b. The fundamental purpose for which the Project was created (such as a change from residential use to a different use).
- c. Voting.
- d. Assessments, assessment liens, and subordination thereof.
- e. Reserves for repair and replacement of Common Areas.
- f. Property maintenance obligations.
- g. Casualty and liability insurance.
- h. Reconstruction in the event of damage or destruction.
- i. Rights to use the Common Area.
- j. Annexation.

ARTICLE X. CONFLICTS

Section 10.01 In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI. INSPECTION OF BOOKS AND RECORDS

Section 11.01 The membership register, books of account, and minutes of meetings of the Association Members, of the Board, and of the Board's committees shall be made available for inspection and copying by any Member of the Association, or by his duly-appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Project as the Board shall prescribe, subject to such reasonable rules as the Board may establish with respect to: (i) notice to be given to the custodian of the records by the Member desiring to make the inspection; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested by a Member.

Every Board Member shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Board Member includes the right to make extracts and copies of documents.

BYLAW AMENDMENT OF THE VILLA ANTIGUA HOMEOWNERS ASSOCIATION

I, the undersigned, hereby certify:

That I am the Secretary of Villa Antigua Homeowners Association and,

That on December 0, 1985, at a Special Meeting of said Association, a majority of the members of said Association, by their affirmative vote, did amend the Bylaws of said Association, and

That the following constitutes the amendment so made:

Article V, Section 5.02, sub-part (a)(3) is hereby deleted and in lieu thereof the following is inserted:

- (3) Contracting and paying for fire, casualty, liability, and other insurance as provided for in the Declaration.

f Villa Antigua
Homeowners Association

CERTIFICATE OF SECRETARY

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, Secretary of the Association known as the VILLA ANTIGUA HOMEOWNERS ASSOCIATION, does hereby certify that the above and foregoing By-Laws were duly adopted by the Board of Directors of said Association on the 6th day of December, 1983, and that they now constitute said By-Laws.

Date Secretary John J. Hodik, Jr.

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Exhibit "A"

PARCEL ONE:

Lots 16-55 inclusive of Villa Antigua Unit No. 2 according to the map thereof, No. 8587, filed in the Office of the County Recorder of San Diego County on May 27, 1977, in File No. 77-208595.

PARCEL TWO:

Lots 1-6 inclusive, and Lots 13 and 14 of Villa Antigua Unit 1 according to the map thereof, No. 8574 filed in the Office of the County Recorder of San Diego County on May 13, 1977, in File No. 77-184502.

PARCEL THREE:

Lots 56-93 inclusive of Villa Antigua Unit No. 3 according to the map thereof, Map No. 8616 filed in the Office of the County Recorder of San Diego County on July 7, 1977, in File No. 77-270864.

PARCEL FOUR:

Lots 96-144 inclusive of Villa Antigua Unit No. 4 according to the map thereof, Map No. 8639 filed in the Office of the County Recorder of San Diego County on August 10, 1977, in File No. 77-325205.

PARCEL FIVE:

Lots 145-211 inclusive of Villa Antigua Unit No. 5, which includes all that portion of Lot 8 of Rosedale Tract according to Map thereof No. 825 filed in the Office of the County Recorder of San Diego County, and that portion of Lot 73 of Rancho Mission of San Diego, according to Partition Map thereof made in Case No. 348 of the Superior Court of the State of California, in and for the County of San Diego entitled "Juan M. Luco, et al vs. Commercial Bank of San Diego, et al" all being in the County of San Diego, State of California, being described as a whole as follows:

Beginning at the most Northerly corner of Villa Antigua Unit No. 4, according to Map thereof No. 8639, filed in the Office of the County Recorder of San Diego County on August 10, 1977 as File No. 77-325205; thence along the Northeasterly and Easterly boundary ad follows: South 23 59'12" East 580.00 feet and South 1 23'29" West 274.03 feet, (274.83 feet as per Map No. 8639), to the most Southerly corner of said Map No. 8639; thence leaving the boundary of said Map, North 42 22'00" East 182.06 feet; thence North 66 20'48" East 60.00 feet; thence North 61 22'38" East 554.83 feet; thence North 16 59'38" West 190.00 feet; thence North 73 00'22" East 65.94 feet; thence North 16 59'38" West 60.00 feet; thence North 11 47'45" West 340.32 feet; thence South 81 46'44" West 500.63 feet to a point which bears North 66°20'48"

East 344.58 feet from the most Northerly corner of Said Map No. 8639; thence South 66°20'48" West 344.58 feet to the most Northerly corner of said Map No. 8639; also being the POINT OF BEGINNING.

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PARCEL SIX

Lots 7-12 inclusive of Villa Antigua Unit No. 1, according to the map thereof, Map No. 8574 filed in the Office of the County Recorder of San Diego County on May 13, 1977, in File No. 77-184502.

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